



JOHN J. TECKLENBURG
MAYOR

City of Charleston
South Carolina
Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 3:30 p.m., June 20, 2017, at City Hall, First Floor Conference Room, 80 Broad Street. The agenda will be as follows:

AGENDA

Invocation – Councilmember Riegel

Approval of Minutes: May 23, 2017

- a. Request approval for the Mayor to execute the First Amendment to Amended and Restated Transfer and Development Agreement between the City and Charleston Housing Authority whereby adjusting the construction commencement and completion timeline and adjusting the timeline for the City's financial contribution to the project (Parcels west of Nassau Street between Lee and Cooper Street) [Ordinance]
- b. Request approval for the Mayor to execute the Governmental Real Estate Lease whereby the City leases approximately 3,093 square feet on the first floor of the Greenburg Municipal Building at 180 Lockwood Boulevard to the South Carolina Department of Motor Vehicles for three years beginning March 1, 2017 [Ordinance]
- c. Request approval for the Mayor to execute the First Amendment to Interim Easement Agreement amending the site plan to increase the easement area from 60 feet to 80 feet for the new West Edge right of way. The property is owned by the City of Charleston. (99 West Edge; TMS: 460-00-00-032)
- d. Request approval for the Mayor to execute the attached Resolution whereby amending the Agreement for Development for a Joint County Industrial Park between Charleston County and Colleton County to include additional property in the City of Charleston as part of the joint county industrial park (Project Daily: 1401 Greenleaf Street; Boom Town: 0 Monrovia Street; People Matter: 466 King Street; TMS: 464-00-00-046, 464-10-00-091, 460-12-02-031, and 460-12-02-032). Property owners: Project Daily – Agru

American Charleston, LLC; Boom Town – Dixie King Street Investors, LLC; People Matter - 466 King Street LLC

- e. Request approval for the Mayor to execute the attached Resolution whereby amending the Agreement for Development for a Joint County Industrial Park between Charleston County and Colleton County to include additional property in the City of Charleston as part of the joint county industrial park. (1595 Savannah Highway; TMS: 349-01-00-039). The property is owned by Pearowitz LLC.
- f. Agreement with Charleston School of Law regarding the sale of Woolfe Street Property ***(Document will be sent under separate cover)***
- g. Consider the following annexations:
 - (i) 938 Savannah Highway (TMS# 418-13-00-191) 0.15 acre, West Ashley (District 3). The property is owned by Debra U. Myers.
 - (ii) 1796 Gun Club Road (TMS# 354-03-00-052) 0.34 acre, West Ashley (District 2). The property is owned by Ronald A. and Victoria A. Rotzko.
 - (iii) 1642 Pierpont Avenue (TMS# 353-03-00-129) 0.46 acre, West Ashley (District 10). The property is owned by Dan and Pamela Dugan.
 - (iv) 2093 Green Park Avenue (TMS# 355-15-00-098) 0.40 acre, West Ashley (District 2). The property is owned by Laura A. Bradshaw.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

a.

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: June 20, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Parcels West of Nassau Street between Lee and Cooper Street

TMS: _____

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the First Amendment to Amended and Restated Transfer and Development Agreement between the City and Charleston Housing Authority whereby adjusting the construction commencement and completion timeline and adjusting the timeline for the City's financial contribution to the project.

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	<u>Francis J. Cantwell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Amy Wilkerson</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
_____	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☐ No ☐

If yes, was funding previously approved?* Yes ☐ No ☐

*If approved, provide the following: Dept/Div. _____ Acct: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

***Commercial Property and Community & Housing Development have an additional form.**

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: June 20, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Parcels West of Nassau Street between Lee and Cooper Street

TMS: _____

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the First Amendment to Amended and Restated Transfer and Development Agreement between the City and Charleston Housing Authority whereby adjusting the construction commencement and completion timeline and adjusting the timeline for the City's financial contribution to the project.

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

☐ **DONATION/TRANSFER**
Donated By: _____

☐ **FORECLOSURE**
Terms: _____

☐ **PURCHASE**
Terms: _____

☐ **CONDEMNATION**
Terms: _____

☐ **OTHER**
Terms: _____

☒ **SALE** Seller (Property Owner) City of Charleston Purchaser Charleston Housing Authority

☐ **NON-PROFIT ORG, please name** _____
Terms: _____

☒ **Amendment**
Terms: The First Amendment to Amended and Restated Transfer and Development Agreement shall adjust the construction commencement and completion timeline and adjust the timeline for the City's financial contribution to the project.

COMMERCIAL REAL ESTATE FORM

<input type="checkbox"/>	EASEMENT	Grantor (Property Owner)	Grantee
<input type="checkbox"/>	PERMANENT		
	Terms:		
<input type="checkbox"/>	TEMPORARY		
	Terms:		
<input type="checkbox"/>	LEASE	Lessor:	Lessee:
<input type="checkbox"/>	INITIAL		
	Terms:		
<input type="checkbox"/>	RENEWAL		
	Terms:		
<input type="checkbox"/>	AMENDMENT		
	Terms:		
<input type="checkbox"/>	Improvement of Property		
	Owner:		
	Terms:		

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

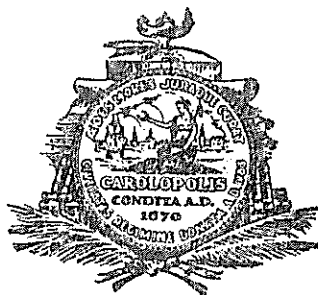
Yes ☐ No ☐ N/A ☒

Results: _____

Signature: *Colleen Carducci*
Director Real Estate Management

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).



Ratification
Number _____

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A FIRST AMENDMENT TO AMENDED AND RESTATED TRANSFER AND DEVELOPMENT AGREEMENT DATED AUGUST 16, 2016, BETWEEN THE CITY AND THE HOUSING AUTHORITY OF THE CITY OF CHARLESTON PERTAINING TO THE TRANSFER AND DEVELOPMENT OF PROPERTIES LOCATED IN THE VICINTY OF THE SOUTHERN INTERSECTION OF LEE STREET AND NASSAU STREET AS SHOWN ON A PLAT ATTACHED TO THE AMENDED AND RESTATED TRANSFER AND DEVELOPMENT AGREEMENT AS PARCELS A AND J.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. The Mayor is hereby authorized to execute on behalf of the City a First Amendment to the Amended and Restated Transfer and Development Agreement, dated August 16, 2016, between the City and the Housing Authority of the City of Charleston pertaining to properties located in the vicinity of the southern intersection of Lee Street and Nassau Street as shown on a plat attached to the Amended and Restated Transfer and Development Agreement as Parcels A and J, a copy of said First Amendment being attached to this Ordinance as Exhibit A and incorporated herein by reference.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of
_____ in the Year of Our Lord, 2017,
and in the ____nd Year of the Independence of
the United States of America

John J. Tecklenburg, Mayor

ATTEST:

Vanessa Turner Maybank,
Clerk of Council

STATE OF SOUTH CAROLINA)
)
)
) FIRST AMENDMENT TO
) AMENDED AND RESTATED
COUNTY OF CHARLESTON) TRANSFER AND DEVELOPMENT AGREEMENT
)

THIS FIRST AMENDMENT TO AMENDED AND RESTATED TRANSFER AND DEVELOPMENT AGREEMENT (this “*Amendment*”) is made and entered into as of the _____ day of _____, 2017 (the “*Effective Date*”), by and between the CITY OF CHARLESTON, a South Carolina municipal corporation (the “*City*”), and HOUSING AUTHORITY OF THE CITY OF CHARLESTON (the “*Developer*”) (each, a “*Party*,” and together, the “*Parties*”).

WHEREAS, on or about September 9, 2015, the City and the Developer entered into that certain Transfer and Development Agreement, which contemplated that the City would convey certain parcels of real property to the Developer and the Developer would redevelop those properties pursuant to the terms of said agreement (the “*Original T&D Agreement*”);

WHEREAS, subsequent to the execution of the Original T&D Agreement, there arose certain circumstances that militated in favor of the Parties modifying certain terms of the Original T&D Agreement, including, *inter alia*, the designation of the relevant parcels of real property to be conveyed by the City to the Developer;

WHEREAS, the Parties agreed to amend and restate the Original T&D Agreement pursuant to that certain Amended and Restated Transfer and Development Agreement dated as of August 16, 2016 (the “*Restated Agreement*”);

WHEREAS, subsequent to the execution of the Restated Agreement, there have arisen certain circumstances that militate in favor of the Parties modifying certain terms of the Restated Agreement, including, *inter alia*, certain deadlines contained therein; and

WHEREAS, the City and Developer now wish to enter into this Amendment for the purpose of more particularly setting forth the terms and conditions by which the City Parcels shall be conveyed to Developer and Developer shall perform the Redevelopment.

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Developer agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated by reference as if fully restated herein.

2. Captions and Capitalized Terms. The headings and captions in this Amendment are included only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Amendment or the intent of any other provision hereof. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Restated Agreement.
3. Modifications to the Restated Agreement. As of the Effective Date, the Restated Agreement is hereby amended as follows:
 - a. The Restated Agreement is hereby amended by deleting the thirteenth recital in its entirety and replacing it with the following:

“**WHEREAS**, as more fully set forth in the Development Agreement (as hereinafter defined), construction of the Redevelopment shall be performed during the period commencing June 30, 2018 through June 30, 2020;”
 - b. The Restated Agreement is hereby amended by deleting Section 4 in its entirety and replacing it with the following:

“4. CLOSING. Unless otherwise agreed by the Parties in writing, the closing on the City Parcels (the “**Closing**”) shall take place on or before June 30, 2017. Subject to the foregoing, the Closing shall take place in Charleston County, South Carolina, at a time, date and place mutually agreed to by the City and the Developer.”
 - c. The Development Agreement is hereby amended by deleting Section 2.1 in its entirety and replacing it with the following:

“**Section 2.1 Duty to Construct**. The Developer shall perform or cause the performance of all of its obligations hereunder to construct the Redevelopment and shall conduct all operations with respect to the construction of the Redevelopment in a good, workmanlike, and commercially reasonable manner. The Developer shall prepare all necessary bid documents and bid the construction of the Redevelopment (the “**Construction Bid**”), in accordance with Applicable Requirements. The Developer shall retain at all times adequate staff or consultants to administer and coordinate all work related to the design, engineering, acquisition, construction, and installation of the Redevelopment. Subject to the terms hereof, the City shall make available \$2,000,000.00 to Developer to defray a portion of the Redevelopment Costs (the “**Construction Funds**”). Subject to delays due to *force majeure*, the Developer shall commence construction of the Redevelopment on or about June 30, 2018 and complete construction on or about June 30, 2020. It is anticipated that the Construction Funds shall be provided to Developer on or about the date that construction is commenced; provided, however, that the City shall have no obligation to provide the Construction Funds to Developer prior to July 31, 2018.”

4. No Other Changes. Except as otherwise provided herein, the other terms and provisions of the Restated Agreement shall remain in full force and effect.

*****Remainder of Page Intentionally Left Blank*****
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the Effective Date.

WITNESSES:

Witness 1

Witness 2

CITY:

CITY OF CHARLESTON

By: _____
John J. Tecklenburg
Its: Mayor

DEVELOPER:

**HOUSING AUTHORITY OF THE CITY OF
CHARLESTON**

Witness 1

Witness 2

By: _____
Donald J. Cameron
Its: Chief Executive Officer

b.)

REAL ESTATE COMMITTEE GENERAL FORM

TO: Real Estate Committee DATE: June 20, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 180 Lockwood Blvd.

TMS: 460-00-00-013

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the Governmental Real Estate Lease whereby the City leases approximately 3,093 square feet on the first floor of the Greenburg Municipal Building at 180 Lockwood Blvd. to the South Carolina Department of Motor Vehicles for three years beginning March 1, 2017.

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	<u>Francis J. Cartwell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Amy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved?* Yes ☐ No ☐

*If approved, provide the following: Dept/Div. _____ Acct: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

***Commercial Property and Community & Housing Development have an additional form.**

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: June 20, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 180 Lockwood Blvd.

TMS: 460-00-00-013

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the Governmental Real Estate Lease whereby the City leases approximately 3,093 square feet on the first floor of the Greenburg Municipal Building at 180 Lockwood Blvd. to the South Carolina Department of Motor Vehicles for three years beginning March 1, 2017.

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

☐ **DONATION/TRANSFER**
Donated By: _____

☐ **FORECLOSURE**
Terms: _____

☐ **PURCHASE**
Terms: _____

☐ **CONDEMNATION**
Terms: _____

☐ **OTHER**
Terms: _____

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

☐ **NON-PROFIT ORG, please name** _____
Terms: _____

☐ **OTHER**
Terms: _____

☐ **EASEMENT** Grantor (Property Owner) _____ Grantee _____

COMMERCIAL REAL ESTATE FORM

☐

PERMANENT

Terms: _____

☐

TEMPORARY

Terms: _____

☒

LEASE

Lessor: City of Charleston

Lessee: SC DMV

☒

INITIAL

The SC DMV shall lease approximately 3,093 square feet on the first floor of the Greenburg Municipal Building, Suite 133, at 180 Lockwood Boulevard. The term of this lease shall be for three years beginning March 1, 2017 through February 28, 2020. Tenant shall pay \$74,400 during the first year made in monthly installments of \$6,200, with a 2% increase per year. Tenant employees shall park in the 99 West Edge parking garage.

Terms: _____

☐

RENEWAL

Terms: _____

☐

AMENDMENT

Terms: _____

☐

Improvement of Property

Owner: _____

Terms: _____

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes

☐

No

☐

N/A

☒

Results: _____

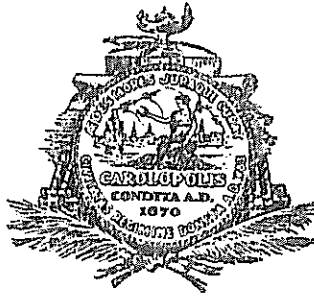
Signature: _____

Colleen Anderson

Director Real Estate Management

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).



Ratification
Number _____

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A GOVERNMENTAL REAL ESTATE LEASE WITH THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES PERTAINING TO OFFICE SPACE AT AND PARKING AT 180 LOCKWOOD DRIVE.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. The Mayor is hereby authorized to execute on behalf of the City a Governmental Real Estate Lease with the South Carolina Department of Motor Vehicles pertaining of office space and parking a 180 Lockwood Drive, a copy of said Governmental Real Estate Lease being attached to this Ordinance as Exhibit A and incorporated herein by reference.

Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of
_____ in the Year of Our Lord, 2017,
and in the _____nd Year of the Independence of
the United States of America

John J. Tecklenburg, Mayor

ATTEST:

Vanessa Turner Maybank
Clerk of Council

GOVERNMENTAL REAL ESTATE LEASE

THIS LEASE AGREEMENT (the "Lease") is made as of the Executed Date (which is the date on which the Department of Administration, Real Property Services, executes this Lease as set forth on the signature page) by and between: CITY OF CHARLESTON, SOUTH CAROLINA, a municipal corporation organized and existing under the laws of the State of South Carolina (the "Landlord") having an address at 2 George Street, Suite 2601, Charleston, South Carolina 29401, and the South Carolina Department of Motor Vehicles (the "Tenant"), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at P.O. Box 1498, Blythewood, South Carolina 29016.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the premises (the "Demised Premises") consisting of approximately 3,093 usable square feet on the first (1st) floor of the building (the "Building") located at Greenburg Municipal Building, Suite 133, at 180 Lockwood Boulevard, Charleston, South Carolina 29403, in the County of Charleston, State of South Carolina (the "Land"), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. A floor plan of the Demised Premises is attached hereto as Exhibit "A."

ARTICLE 2 - TERM

2.1. The term of this Lease shall be three (3) years (the "Term") beginning on March 1, 2017, (the "Commencement Date") and, unless terminated or extended, shall end on February 28, 2020, (the "Termination Date").

ARTICLE 3 - BASIC RENT

3.1. Tenant shall pay rent (the "Basic Rent") to Landlord during the first year of the Term at the rate of \$24.05 per rentable square foot (rounded), an annual aggregate amount of \$74,400.00, payable in equal monthly installments of \$6,200.00 in advance on or before the tenth (10th) day of each consecutive calendar month. Basic Rent for the Term shall be payable monthly in the amounts set forth on the Rent Schedule in this subparagraph.

<u>TERM</u>	<u>PERIOD: FROM - TO</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>	<u>RENT PER SF</u>
YEAR 1	03-01-2017 to 02-28-2018	\$ 74,400.00	\$ 6,200.00	\$ 24.05 rounded
YEAR 2	03-01-2018 to 02-28-2019	\$ 75,888.00	\$ 6,324.00	\$ 24.54 rounded
YEAR 3	03-01-2019 to 02-28-2020	\$ 77,406.00	\$ 6,450.00	\$ 25.03 rounded

3.2. Rentable square footage shall be determined in accordance with the Standard Method for Measuring Floor Area in Office Buildings published by the Building Owners and Managers Association International (BOMA), as revised and adopted ANSI/BOMA Z65.1-2010.

3.3. All rental payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.4. Unless notified otherwise in writing, all payments of Basic Rent shall be mailed to Landlord at:

City of Charleston
Director of Real Estate Management
P.O. Box 304
Charleston, South Carolina 29402

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the Demised Premises for solely for office and counter space (transaction space).

4.2. If during the Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or not economical for Tenant to operate in the Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant shall have the right to assign this Lease or sublet the Demised Premises to any State agency, institution, department, bureau, political subdivision or State-operated entity, provided it has advance written approval of the Landlord which may be withheld in the sole discretion of the Landlord. In the event approval is not granted by the Landlord, Tenant may terminate this Lease. .

5.2. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any assignee or sub-lessee of Tenant and the performance of such act shall be deemed to be performance by Tenant.

ARTICLE 6 - SERVICES

6.1. The services provided by the Landlord to Tenant as part of Basic Rent shall include, but are not limited to, water and sewer, lighting, heating, ventilating, air conditioning, electricity, elevator service, fire detection service, fire suppression, grounds maintenance, general building maintenance, building equipment maintenance, electrical systems maintenance, HVAC maintenance, plumbing maintenance and any other service necessary to maintain and operate all Building and site improvements. Services provided by the Landlord shall include all service charges, labor, materials and supplies. Tenant shall be responsible for janitorial service for its Premises and any other services it may require for its operations at its sole cost.

ARTICLE 7 – LANDLORD’S REPRESENTATIONS AND WARRANTIES

7.1. Landlord represents and warrants to Tenant that:

(a) Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;

(b) The use of the Demised Premises contemplated by the Lease is a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

(c) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of the Landlord’s knowledge, no such proceedings are contemplated by any lawful authority;

(d) To the best of Landlord's knowledge and belief, there is available to the Building and the Demised Premises adequate public water, gravity fed storm and sanitary sewers, electricity and telephone service for Tenant's intended use of the Demised Premises as described in this Lease;

(e) Landlord will not discontinue any service required to be provided by Landlord pursuant to Section 6.1 above and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Basic Rent as compensation for such discontinuance;

(f) Landlord will keep the Land, the Building and the Demised Premises in good order and repair and make all reasonable improvements to maintain the Land, the Building and the Demised Premises in the same condition as at the commencement of this Lease;

(g) Landlord will keep the Building and the Demised Premises protected against flood, storm, water leakage through roofs and windows and against other hazards of nature and will repair or protect same from such hazards within ninety (90) days after Landlord has notice of damage or the need for repair, or as soon as reasonably possible;

(h) Landlord will repair and remediate any damage and environmental hazard (including mildew and mold) to the Building and/or the Demised Premises resulting from water damage within ninety (90) days after Landlord has notice of damage or the need for repair;

(i) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or any other person, party or entity;

(k) To the best of Landlord's knowledge, the common areas of the Building and the Land comply with the Americans with Disabilities Act of 1990 and the rules and regulations promulgated thereunder (the "ADA") together with any amendments thereto;

(l) Landlord represents and warrants that the rentable square footage for which Tenant is making payment has been measured and computed in accordance with BOMA; standard as revised and adopted ANSI/BOMA Z65.1-2010.

ARTICLE 8 – TENANT'S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Basic Rent when due provided, however, that should any rent become more than fifteen (15) days past due, Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 17 hereof. Tenant shall not be obligated to make any repairs arising out of or in any way caused by 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees.

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises; and

(e) Allow Landlord reasonable access to the Demised Premises for inspections.

ARTICLE 9 - ARCHITECTURAL BARRIERS

9.1. Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, shall comply with any and all applicable State law, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Land, Building, Demised Premises or any part thereof by the aged, disabled or physically handicapped.

ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS

10.1. Tenant may, with the prior written consent of Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Improvements") at its sole cost and expense. Each such improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, whether Tenant will remove the Improvements at the termination of this Lease. If Tenant elects not to remove the Improvements, the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear and damage by fire or other casualty excepted. Tenant will be responsible for any asbestos testing needed and asbestos abatement required as a result of Renovations or Improvements, as defined in Article 10 herein below, made by Tenant;

10.2. Landlord agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises and may be removed by Tenant at any time and from time to time during the term of this Lease.

ARTICLE 11 - CONDEMNATION AND CASUALTY

11.1. If there is any damage to or destruction of the Building, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2. If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking ("Restoration") can be completed within ninety (90) days after the occurrence, Tenant may elect to either (a) terminate the Lease immediately upon providing notice to Landlord or (b) allow Landlord to commence and complete Restoration of the Building and the Demised Premises.

11.3. If Tenant elects to allow Landlord to Commence and complete Restoration of the Building and the Demised Premises and Restoration cannot be completed within ninety (90) days after the occurrence, then Tenant may terminate this Lease by notice to Landlord given within ten (10) days following the earlier to occur of (a) the date the Restoration should have been completed, or (b) the date on which Landlord advises Tenant that the Restoration cannot be completed within ninety (90) days of the occurrence, whereupon Basic Rent and all other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.

11.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination, Basic Rent and all other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Demised Premises as contemplated herein, the Basic Rent and all other payments and charges shall be equitably apportioned.

11.5. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

ARTICLE 12 – INSURANCE

12.1. Landlord shall at all times during the Term of this Lease maintain through the SC Insurance Reserve Fund, or with insurers authorized to do business in the State of South Carolina, fire insurance with extended coverage for the Building of which the Demised Premises is a part in an amount not less than the actual replacement cost, including the cost of debris removal.

12.2. If, as a result of Landlord's leasing of the remaining portions of the Building to parties other than Tenant, or as a result of any assignment or subletting by such parties, Landlord's insurance premium for the coverage required by subparagraph 12.1 shall be increased, tenant shall not be liable for or obligated to pay any portion of such increase.

12.3 Tenant shall carry public liability insurance insuring its activities associated with its use of the Demised Premises during the entire term of the Lease, with minimum policy limits of not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for injuries or death sustained by one person, Six Hundred Thousand and 00/100 Dollars (\$600,000.00) for injuries or death sustained in one occurrence and Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for property damage. Tenant shall provide an acceptable certificate of insurance to the City concurrently with the execution of this Lease. The City reserves the right to increase the limits of such coverage in the event of an amendment or invalidation of S.C. Code §15-78-10, *et seq* (the South Carolina Tort Claims Act), in sole discretion of the City.

ARTICLE 13 - TENANT CANCELLATION PRIVILEGE

13.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, Tenant shall have the right to cancel this Lease or to relinquish any portion of the Demised Premises upon giving Landlord thirty (30) days written notice of its cancellation hereof upon the occurrence of any one or more of the following:

(a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources), are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Basic Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the Department of Administration, Real Property Services; or

(b) If the Tenant is dissolved and no longer performs the functions and purposes ascribed to it;
or

(c) If at any time during the Term the square footage in the Demised Premises is, in the sole opinion of the Department of Administration, Real Property Services, inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant; or

(d) If Landlord shall have breached any covenant, condition, representation or warranty made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct, or as otherwise stated herein; or

13.2. In addition to the cancellation privileges set forth in subparagraph 13.1, Tenant shall also have the right to cancel this Lease or any portion of the Demised Premises at any time after the first six (6) months of the Term by giving sixty (60) days' written notice to Landlord of Tenant's intention to vacate all or a portion of the Demised Premises, which notice may be provided within the first six (6) months of the Term, to relocate to a building owned or otherwise controlled by the State of South Carolina or any County or City in the State of South Carolina.

ARTICLE 14 - EXEMPTIONS

14.1. Landlord and Tenant agree that Tenant shall be specifically exempt from the payment, furnishing or providing to Landlord of any of the following:

(a) Security deposits for any rents or other charges to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;

(b) Liquidated or punitive damages for any cause or reason;

(c) Landlord's attorneys' fees, court costs or costs of collection in connection with any action or inaction by Tenant under this Lease;

(d) Any indemnification, hold harmless, release or waiver agreement by Tenant to Landlord or any other person, party or entity; and

(f) Payment of any late charges or penalties for failure by Tenant to make payment of Basic Rent, Additional Rent or any other charges payable to Landlord pursuant to this Lease, unless such sums remain unpaid for 60 days after written notice from the Landlord of their being due.

ARTICLE 15- MINOR REPAIRS

15.1. If at any time during the Term, Tenant shall find in the Demised Premises items in need of repair or replacement, including, but not limited to, faulty lighting, inoperative door locks or other similar deficiencies which affect Tenant's use and enjoyment of the Demised Premises, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant. In the event Landlord shall not have repaired, replaced or cured such deficiency within sixty (60) days of the date of Tenant's notice to Landlord of such deficiency, Tenant may, at its option, terminate this Lease, whereupon the Basic Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 16 - SURRENDER

16.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear, permitted additions, improvements or alterations made by Tenant and the results of any damage, destruction or Taking. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein.

ARTICLE 17 - NOTICES

17.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery. Notice shall be given at the addresses appearing at the heading of this Lease.

ARTICLE 18 - AMENDMENTS

18.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 19 - HOLDOVER

19.1. In the event Tenant shall remain in the Demised Premises after the Term has expired, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay 105% of the Basic Rent last in effect under the Lease until either Landlord or Tenant, by thirty (30) days' written notice to the other, shall terminate this Lease, whereupon the Basic Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 20 – PARKING

20.1. Tenant employees shall park in the 99 West Edge City parking garage, located adjacent to the Charleston Police Station. Fees for parking shall be at the current rate \$125 per month, per parking space. Tenant shall not be liable for any parking rate increase which exceeds 103% of Tenant's parking rate in the immediately preceding parking rental year. The City parking garage shall provide up to 14 parking spaces to the Tenant in the 99 West Edge City parking garage. All guests, invitees, visitors, vendors or agents of the Tenant shall be permitted to park at the 180 Lockwood Boulevard, surface parking lot associated to the Demised Premises on a first-come, first-served basis with the general public, at the prevailing City parking rates, if any. Parking by the Tenant's employees in the surface parking lot shall constitute a breach of this Lease.

20.2. Landlord shall be responsible for maintaining the surface parking lot and parking garage in good repair.

ARTICLE 21 - MISCELLANEOUS

21.1. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

21.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

21.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

21.4. The Article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

21.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina. Each party shall have available to it any and all remedies provided by the laws of the State of South Carolina in the enforcement of this lease.

21.6. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord's trustee fails to perform or rejects any of the Landlord's obligations under this Lease, Tenant shall have the option to terminate this Lease.

21.7. Exhibit "A" (Floor Plans) referred to in this Lease are incorporated herein and made a part hereof.

21.8. Any amendment, renewal, or other agreement affecting a change to the terms and conditions herein and requiring the signature of Tenant requires the approval of Real Property Services.

21.9. This Lease is subject to and conditioned upon the approval of Real Property Services, and shall be of no force or effect until the consent of such office shall be endorsed herein.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year indicated under their signature.

WITNESS:

(witness signature)

LANDLORD:

CITY OF CHARLESTON

(signature for landlord)

(printed name and title of signatory)

(date signed by landlord)

WITNESS:

(witness signature)

TENANT:

South Carolina Department of Motor Vehicles

(signature for tenant)

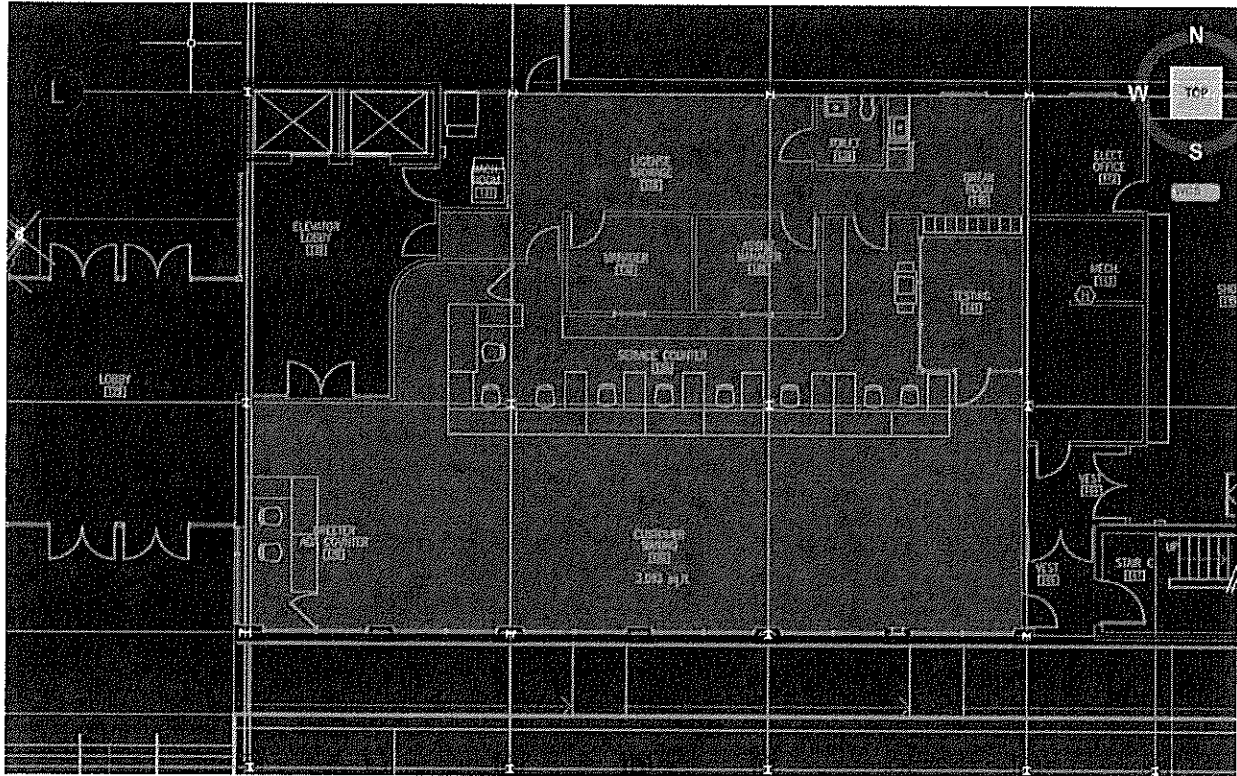
(printed name and title of signatory)

(date signed by tenant)

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, this _____ day of _____, 2017.

Ashlie Lancaster, Director

FLOOR PLANS



C.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: June 20, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 99 West Edge

TMS: 460-00-00-032

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the First Amendment to Interim Easement Agreement amending the site plan to increase the easement area from 60 feet to 80 feet for the new West Edge right of way.

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	<u>Frances J. Cantrell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Umy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☐ No ☐

If yes, was funding previously approved?* Yes ☐ No ☐

*If approved, provide the following: Dept/Div. _____ Acct: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

***Commercial Property and Community & Housing Development have an additional form.**

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: June 20, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 99 West Edge

TMS: 460-00-00-032

PROPERTY OWNER: City of Charleston

ACTION REQUEST: Request approval for the Mayor to execute the First Amendment to Interim Easement Agreement amending the site plan to increase the easement area from 60 feet to 80 feet for the new West Edge right of way.

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION** Seller (Property Owner) _____ Purchaser _____

☐ **DONATION/TRANSFER**
Donated By: _____

☐ **PURCHASE**
Terms: _____

☐ **SALE** Seller (Property Owner) _____ Purchaser _____

☐ **NON-PROFIT ORG, please name** _____
Terms: _____

☐ **OTHER**
Terms: _____

☒ **AGREEMENT** Property Owner: City of Charleston Grantee: 99 West Edge Developer, LLC

☐ **INITIAL**
Terms: _____

☒ **AMENDMENT**
Terms: The First Amendment to Interim Easement Agreement amends the site plan to increase the easement area from 60 feet to 80 feet for the new West Edge right of way.

COMMERCIAL REAL ESTATE FORM



OTHER

Owner: _____

Terms: _____

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐ N/A ☒

Results: _____

Signature: _____

William C. Duccini

Director Real Estate Management

ADDITIONAL: Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).

FIRST AMENDMENT TO INTERIM EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO INTERIM EASEMENT AGREEMENT (this “**Amendment**”) is made and entered into as of the ____ day of _____, 2017, by and between **THE CITY OF CHARLESTON**, a South Carolina municipal corporation (the “**City**”), and **99 WEST EDGE DEVELOPER, LLC**, a Georgia limited liability company (“**99WE**”); 99WE and the City are sometimes referred to herein individually as a “**Party**”, and collectively as, the “**Parties**”).

WITNESSETH:

WHEREAS, the City is the owner of certain real property located in the City of Charleston, South Carolina, more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the “**City Property**”), on which a City of Charleston police station, municipal court, surface parking areas and driveways, and ancillary improvements currently are located;

WHEREAS, 99WE is the owner of certain real property located adjacent to the City Property which is more particularly described in **Exhibit B** attached hereto and by this reference made a part hereof (the “**Wrap Property**”);

WHEREAS, the City and 99 WE entered into that certain Interim Easement Agreement dated as of March 25, 2016 and recorded at BP0543720 in the real property records of Charleston County, South Carolina (the “**Original Agreement**”); and

WHEREAS, the City and 99WE have agreed to amend the Original Agreement as more particularly set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by each Party to the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Exhibit D.** The Original Agreement is hereby amended by deleting **Exhibit D** in its entirety, and replacing it with the site plan attached to this Amendment as **Exhibit C**. From and after the date hereof, any reference in the Original Agreement to **Exhibit D** shall be deemed to refer to the site plan attached as **Exhibit C** to this Amendment.

2. **Site Plan.** The term “**Site Plan**” as defined in Section 1 of the Original Agreement is hereby amended to mean the site plan attached to this Amendment as **Exhibit C**.

3. **Miscellaneous.**

3.1 **Severability.** If any provision of this Amendment or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent and such invalid provision does not materially affect the rights of the parties hereto, the remainder of this Amendment and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.2 **Other Terms and Conditions of Original Agreement.** In the event of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Original Agreement otherwise is unmodified and remains in full force and effect.

3.3 **Headings, etc.** All personal pronouns used in this Amendment, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and the plural shall include the singular. Titles of paragraphs of this Amendment are for convenience only and neither limit nor amplify the provisions of this Amendment.

3.4 **Interpretation.** No provision of this Amendment shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision.

3.5 **Governing Law.** This Amendment and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the substantive laws, not the conflicts laws or choice of law rules, of the State of South Carolina.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed under seal as of the day and year first above written.

THE CITY:

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

THE CITY OF CHARLESTON, a
South Carolina municipal corporation

(Signature of Witness #1)

By:_____

Name:_____

Title:_____

(Signature of Witness #2)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I, _____, Notary Public for South Carolina, hereby certify that
_____, as the _____ of The City of Charleston,
personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

SWORN TO before me this
____ day of _____, 2016.

Notary Public for South Carolina
My commission expires:

(SEAL)

[Signatures continued on following page]

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

(Signature of Witness #1)

(Signature of Witness #2)

99WE:

99 WEST EDGE DEVELOPER, LLC,
a Georgia limited liability company

By: 99 West Edge Manager, LLC, a
Georgia limited liability company,
its Administrative Member

By:_____

Name:_____

Title: Authorized Person

STATE OF _____)
COUNTY OF _____)

I, _____, Notary Public for _____, hereby certify that _____, as an Authorized Person of 99 West Edge Manager, LLC, the Administrative Member of 99 West Edge Developer, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO before me this
____ day of _____, 2016.

Notary Public for _____

My commission expires:_____

(SEAL)

EXHIBIT A

City Property

All that piece, parcel or tract of land situate, lying and being in the City of Charleston, County of Charleston and state of South Carolina, shown and designated as "**Lot 1 Police Station Parcel 202,609 sq. ft., 4.65 acres**" on that certain subdivision plat known as "Final Subdivision Plat of 99 Westedge Phase 0 Lot 1 Police Station Parcel (4.65 Ac.), Lot 2 Wrap Parcel (1.65 Ac.), Parking Deck Parcel (1.08 Ac.) & The creation of New Publicly Dedicated Right-of-Way (0.51 Ac.) dated January 17, 2016 prepared by Thomas & Hutton and recorded on March 25, 2016 in Plat Book L-16 at Page 0144, Charleston County RMC,

TMS No. 460- ~~00-00-013~~

EXHIBIT B

Wrap Property

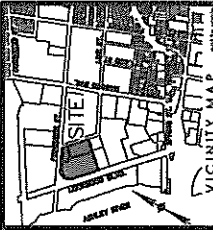
All that piece, parcel or tract of land situate, lying and being in the City of Charleston, County of Charleston and state of South Carolina, shown and designated as “**Lot 2 Wrap Parcel, 71,675 sq. ft., 1.65 acres**” on that certain subdivision plat known as “Final Subdivision Plat of 99 Westedge Phase 0 Lot 1 Police Station Parcel (4.65 Ac.), Lot 2 Wrap Parcel (1.65 Ac.), Parking Deck Parcel (1.08 Ac.) & The creation of New Publicly Dedicated Right-of-Way (0.51 Ac.) dated January 17, 2016 prepared by Thomas & Hutton and recorded on March 25, 2015, 2016 in Plat Book L-16 at Page 0144, Charleston County RMC.

TMS No. 460-00-00-013

EXHIBIT C

Site Plan

[See Attached]

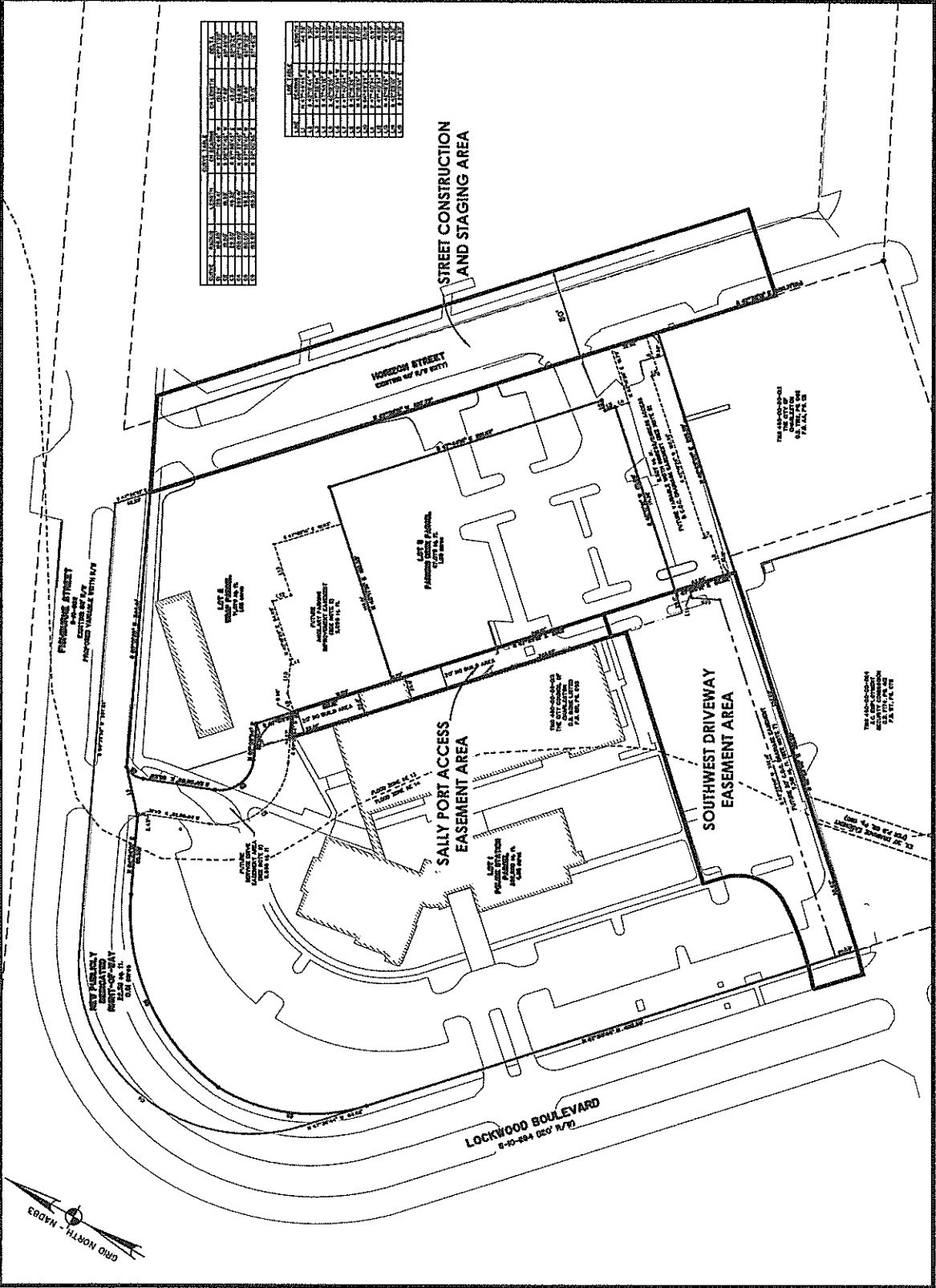
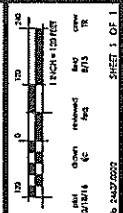


VICINITY MAP
The above map is for general information only and does not constitute a survey. The survey is shown on the attached site plan. The survey is the only authoritative source of information for the project.

EXHIBIT "D"
99 WESTEDGE
PHASE 0
SITE PLAN

City of Charlotte
Charlotte, North Carolina
Prepared for
99 WEST EDGE OWNER, LLC

THOMAS & HUTTON
Engineering & Surveying
682 Johnson Drive, Suite 100
Charlotte, NC 28204
p 843.849.0000 f 843.849.0000



d.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: June 20, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: Project Daily: 1401 Greenleaf Street
Boom Town: 0 Monrovia Street
People Matter: 466 King Street

TMS: Project Daily: 464-00-00-046
Boom Town: 464-10-00-091
People Matter: 460-12-02-031, 460-12-02-032

PROPERTY OWNER: Project Daily: Agru American Charleston, LLC
Boom Town: Dixie King Street Investors, LLC
People Matter: 466 King Street LLC

ACTION REQUEST: Request approval for the Mayor to execute the attached Resolution
whereby amending the Agreement for Development for a Joint County
Industrial Park between Charleston County and Colleton County to
include additional property in the City of Charleston as part of the joint
county industrial park

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	<u>Frances J. Cardwell</u>	<input type="checkbox"/>
Chief Financial Officer	<u>Amy Wharton</u>	<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☐ No ☐

If yes, was funding previously approved?* Yes ☐ No ☐

*If approved, provide the following: Dept/Div. _____ Acct: _____

Balance in Account _____ Amount needed for this item _____

***Commercial Property and Community & Housing Development have an additional form.**



A RESOLUTION

CONSENTING TO CERTAIN REAL PROPERTY LOCATED IN THE CITY OF CHARLESTON BEING INCLUDED IN AN AGREEMENT ESTABLISHING THE CHARLESTON COUNTY/COLLETON COUNTY MULTI-COUNTY INDUSTRIAL/BUSINESS PARK FOR PROPERTIES LOCATED IN A REDEVELOPMENT PROJECT AREA.

WHEREAS, Charleston County, South Carolina and Colleton County, South Carolina (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, the Counties entered into an Agreement for the Establishment of Multi-County Industrial/Business Park for Properties located in a Redevelopment Project Area effective as of December 6, 2016 (the "Agreement"), to develop jointly an industrial and business park (the "Park"), as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act"); and

WHEREAS, Section 4-1-170(c) of the Act provides "If the industrial or business park encompasses all or a portion of a municipality, the counties must obtain the consent of the municipality prior to the creation of the multi-county industrial park;" and

WHEREAS, the Park encompasses a portion of the City of Charleston (the "City"), thereby requiring the City's consent as to inclusion of such property as described above; and

WHEREAS, Section 6(A) of the Agreement provides in part "...notwithstanding property that is then located in a Redevelopment Project Area being added to the Park, that portion of property tax revenues or payments of fees in lieu of ad valorem property taxes derived from such real property shall be or continue to be deposited to the applicable Special Tax Allocation Fund pursuant to the TIF Law and the applicable Redevelopment Plan. To that end, the Counties hereby allocate all revenues generated by the Park from payments or fees in lieu of ad valorem property taxes that are required to be deposited to a Special Tax Allocation Fund, pursuant to the

terms of the TIF Law and any applicable Redevelopment Plans, to the applicable TIF Authorities for application in accordance with the applicable Redevelopment Plan;" and

WHEREAS, with specific reference to and reliance by the City to the provisions of Section 6(A) of the Agreement hereby noted, the City desires to evidence its approval to creation of the Park as required by Section 4-1-170(c) of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCILMEMBERS OF THE CITY OF CHARLESTON IN COUNCIL ASSEMBLED:

That the City hereby consents to the creation of the Park and the inclusion of that property within the City as designated on the attached Exhibit A.

Done this ____ day of _____, 2017.

(SEAL)

John J. Tecklenburg, Mayor

Attest:

Vanessa Turner-Maybank, Clerk
of Council

EXHIBIT A

PROPERTY DESCRIPTION
CHARLESTON COUNTY PARCELS

<u>Parcels to be Added</u>	<u>Property Description</u>	<u>Initial Tax Year</u>
Project Daily	TMS # 464-00-00-046	2016
Boom Town	TMS # 464-10-00-091	2016
People Matter	TMS # 460-12-02-031, 460-12-02-032	2016

SCHEDULE 1

ALL that piece, parcel, lot or tract of highland, with the buildings and improvements thereon, situate, lying and being in the City of Charleston, Charleston County, South Carolina, containing 15.29 highland acres, more or less, being shown and designated as "TRACT B TMS: P/O 464-00-00-016 666097 SF 15.29 ACRES" on a plat by Joseph L. McIntyre (PLS # 15513) of GEL Engineering, LLC, dated June 24, 2014, revised December 15, 2014 entitled in part "PLAT OF A SUBDIVISION SURVEY FOR TMS NOS. 464-00-00-016 PREPARED FOR SOUTH CAROLINA STATE PORTS AUTHORITY LOCATED IN THE CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA" and recorded February 17, 2015 in the RMC Office for Charleston County, South Carolina, in Plat Book L15 at Page 0062, and having such size, shape, buttings, boundings, dimensions and location as will appear by reference to said plat which is incorporated herein by reference, be all the dimensions and measurements shown thereon a little more or less; along with the adjacent coal tipple structure and brick building.

TMS#: Portion of 464-00-00-016

EXHIBIT "A"**Description of Property**

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in the City of Charleston, County of Charleston, State of South Carolina, containing Nine and sixty-one one hundredths (9.61) acres, as is shown on a plat thereof entitled, "PLAT OF A 9.61 ACRE TRACT OWNED BY GEER DRUG COMPANY ABOUT TO BE CONVEYED TO ALCO HEALTH SERVICES GROUP, INC." by George F. von Kelnitz, IV, R.L.S. & P.E. #3181 dated March 26, 1979 and recorded in the RMC Office for Charleston County in Plat Book R, Page 130.

Said Tract being more particularly described according to said plat as follows:

Beginning at an iron pipe located at the intersection of the southern boundary of the right-of-way of Monrovia Street and the western boundary of the right-of-way of King Street Extension, thence running along the western boundary of the right-of-way of King Street Extension South 8°48' East a distance of 221.88 feet to an iron pipe; thence running along the western boundary of the right-of-way of King Street Extension South 8°48' East a distance of 226.81 feet to an iron pipe; thence turning and running South 63°47' West a distance of 295.16 feet to an iron pipe; thence South 63°20'20" West a distance of 203.78 feet to an iron pipe; thence South 62°13'10" West a distance of 340.90 feet to an iron pipe; thence turning and running along the eastern boundary of the right-of-way of Interstate 26 North 12°12'20" West a distance of 99.37 feet to a concrete monument; thence along the eastern boundary of the right-of-way of Interstate 26 North 7°56' West a distance of 130.60 feet to a concrete monument; thence along the eastern boundary of the right-of-way of Interstate 26 North 12°08'10" West a distance of 358.14 feet to an iron pipe; thence turning and running along the southern boundary of the right-of-way of Monrovia Street North 72°14'30" East a distance of 831.89 feet to an iron pipe; said iron pipe being the POINT OF BEGINNING.

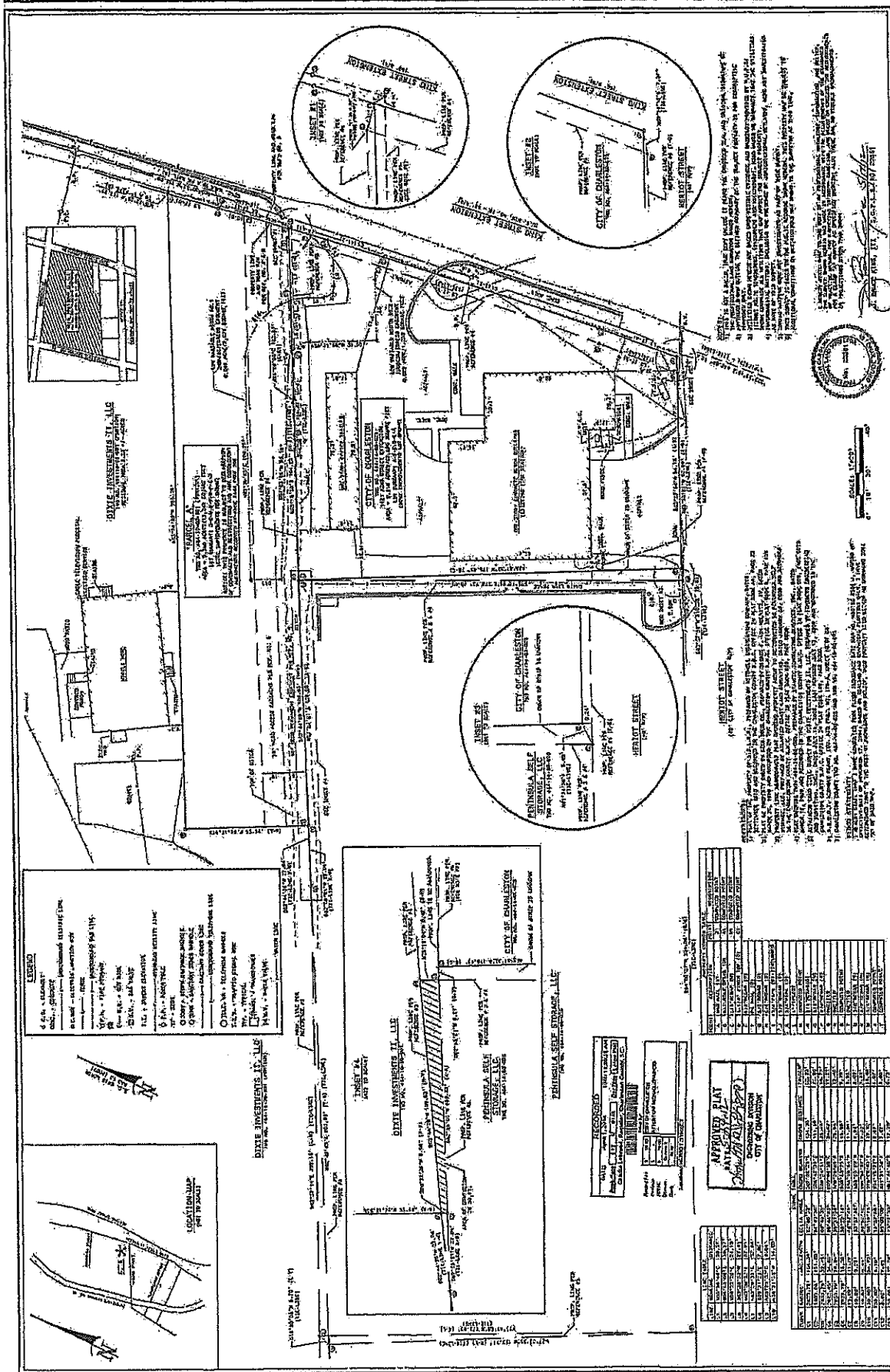
Subject to the following reservations (the "Reservations"):

1. Reserving to the Grantor and Grantor representatives, consultants, and contractors access to the Property for the purpose of fulfilling the obligations imposed by (i) that Voluntary Cleanup Contract 00-5296-RP with the State of South Carolina Department of Health and Environmental Control ("DHEC"), (ii) that certain Declaration of Covenants and Restrictions executed by AmerisourceBergen Drug Corporation dated July 3, 2008 and recorded on July 9, 2008 in Book K-664 at Page 269 in the RMC Office for Charleston County, South Carolina (the "Declaration"); and that certain Certificate of Completion received by Grantor from DHEC dated July 28, 2008 (as may be amended, the "Certificate of Completion") including, without limitation, access for environmental investigation and remediation activities, provided, however, that Grantor shall provide Grantee with two (2) business days advance written notice of its need to access the Property.

2. Reserving further to Grantor, DHEC, their authorized officers, employees, representatives, and all other persons performing response actions access at all reasonable times to the Property pursuant to applicable state and federal law for the purposes of performing and

overseeing response actions at the Property including, without limitation, obligations under the Declaration.

Being the same property conveyed to AmerisourceBergen Drug Corporation by deed of Alco Health Services Corporation by deed of Alco Standard Corporation, dated August 15, 1985 and recorded in the RMC Office for Charleston County in Book J-148, Page 404 on September 24, 1985.



**Exhibit "A" – Legal Description
(466 King Street, Charleston, SC)**

All that certain piece, parcel, or lot of land shown and designated as "No. 466 King Street" on that certain plat titled "Plat to Adjust Property Line Between 466 and 468 King Street located City of Charleston Charleston County, South Carolina" by Palmetto Land Surveying, Inc., last revised February 26, 2008, and recorded in the Office of the Charleston County RMC at Plat Book EL, Page 403, on March 13, 2009.

This is the same property conveyed to King Street Ventures, LLC by deed of Sheran B. Rittenberg and Carol B. Baker, individually and as co-trustees for Avron Buddy Bebergal dated October 4, 2002 and recorded October 7, 2002 in Book C421, Page 384 in the RMC Office for Charleston County, SC, and a portion of that certain property conveyed to 468 King Street, LLC by deed of Robinson Family Partnership dated January 28, 2007 and recorded January 30, 2007 in the aforesaid RMC Office at Book U-613, Page 265, and by quit claim deed of 468 King Street, LLC, dated October 6, 2011, and recorded October 7, 2011, in the aforesaid RMC Office at Book O-211, Page 147.

Presently bears Charleston County TMS No. 460-12-02-032
Grantee's Address: c/o: Christopher L. Price, 418 King Street, Suite 201, Charleston, SC 29403

e.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: Real Estate Committee DATE: June 20, 2017

FROM: Colleen Carducci DEPT: BFRC

ADDRESS: 1595 Savannah Hwy

TMS: 349-01-00-039

PROPERTY OWNER: Pearowitz LLC

ACTION REQUEST: Request approval for the Mayor to execute the attached Resolution whereby amending the Agreement for Development for a Joint County Industrial Park between Charleston County and Colleton County to include additional property in the City of Charleston as part of the joint county industrial park

ORDINANCE: Is an ordinance required? Yes ☐ No ☒

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input type="checkbox"/>
Legal Department	<u>Guinea J Cartwell</u>	<input type="checkbox"/>
Chief Financial Officer		<input type="checkbox"/>
Director Real Estate Management	<u>Colleen Carducci</u>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>

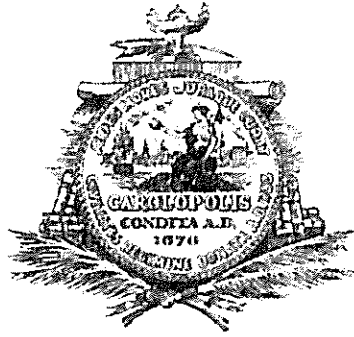
FUNDING: Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved?* Yes ☐ No ☐

*If approved, provide the following: Dept/Div. _____ Acct: _____

Balance in Account _____ Amount needed for this item _____

*Commercial Property and Community & Housing Development have an additional form.



A RESOLUTION TO APPROVE AMENDMENT OF THE AGREEMENT FOR DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL PARK, BY AND BETWEEN CHARLESTON COUNTY, SOUTH CAROLINA AND COLLETON COUNTY, SOUTH CAROLINA, SO AS TO INCLUDE ADDITIONAL PROPERTY IN THE CITY OF CHARLESTON AS PART OF THE JOINT COUNTY INDUSTRIAL PARK

WHEREAS, Charleston County, South Carolina and Colleton County, South Carolina (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial or business park within the geographical boundaries of one or more of the member Counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties, the Counties entered into an Agreement for Development for a Joint County Industrial Park effective as of September 1, 1995 (the "Original Agreement") to develop jointly an industrial and business park (the "Park"), as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act"); and

WHEREAS, the Original Agreement was substantively amended by that First Modification to Agreement for Development for Joint County Industrial Park, effective December 31, 2006 (the "First Modification"), which First Modification was approved by Charleston County Council Ordinance 1475, enacted December 5, 2006; and by Colleton County Council Ordinance 06-O-20 enacted January 2, 2007; and (ii) the Second Modification to Agreement for Development of Joint Industrial Park, dated as of December 31, 2014 (the "Second Modification"), which Second Modification was approved by Charleston County Council Ordinance 1828, enacted on September 9, 2014, and by Colleton County Ordinance 14-O-13, enacted on December 11, 2014; and

WHEREAS, the Original Agreement, as amended, is referred to herein as the "Agreement"; and

WHEREAS, the Agreement contemplates the inclusion and removal of additional property within the Park from time to time, and Section 3(B) of the Agreement requires, in the case of inclusion of additional property, "if applicable, written evidence of approval of such enlargement by any municipality in which the property to be added is actually located"; and

WHEREAS, the Counties desire to further amend the Agreement to include certain additional parcels in order to fulfil commitments made to companies which are considering expansion or location decisions in the City of Charleston; and

WHEREAS, all property to be added lies within the City of Charleston, and the City of Charleston desires to evidence its approval of the addition of such property.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Charleston in meeting duly assembled:

SECTION 1: The City of Charleston hereby approves expansion of the Park to include that property within the City of Charleston set forth in the attached Exhibit A.

SECTION 2: This resolution shall take effect immediately upon its adoption by City Council.

ATTEST:

Resolved in City Council the ____ day of _____, in the Year of Our Lord, 2017, and in the 241st year of the Independence of the United States of America.

Municipal Clerk

Mayor

APPROVED AS TO FORM:

Legal Counsel

EXHIBIT A

PROPERTY DESCRIPTION
CHARLESTON COUNTY ADDITIONAL PARCEL

<u>Parcels to be Added</u>	<u>Property Description</u>	<u>Initial Tax Year</u>
Call Experts	TMS # 349-01-00-106	2016
	TMS # 349-01-00-107	
	TMS # 349-01-00-108	
	TMS # 349-01-00-040	
	TMS # 349-01-00-039	

SCHEDULE 1

EXHIBIT "A"

ALL that certain Apartment known as Unit C in 1591 Savannah Highway Horizontal Property Regime established pursuant to that certain Master Deed executed by First Venture Associates, a South Carolina General Partnership dated May 19, 1997 and recorded May 21, 1997 at Book H284, Page 631, in the RMC Office for Charleston County, South Carolina, as provided in the South Carolina Horizontal Property Act at Section 27-31-10, et seq. of the South Carolina Code of Laws as amended, together with an undivided interest in the common elements appurtenant to said apartment as more fully provided in said Master Deed. This conveyance is made subject to the following:

- a. Terms and provisions of the above referenced Master Deed (including but not limited to the lien of assessments as provided in said Master Deed) recorded at Book H284, Page 631, RMC Office for Charleston County, South Carolina, as the same may be amended from time to time.
- b. "Declaration of Protective Covenants and Conditions, Jonfield Park Commercial Land Owner's Maintenance Association" dated May 14, 1980 and recorded November 26, 1980 at Book C-124, Page 95, RMC Office for Charleston County, South Carolina.
- c. Easements, Restrictions, Covenants, Conditions and matters of public record or which a current correct survey or inspection of the premises would reveal.
- d. Rules and Regulations of applicable Governmental Authorities.

By the acceptance and recordation of the within instrument, the Grantee herein expressly agrees to comply with all terms, conditions and covenants of said Master Deed and attachments thereto, as amended from time to time.

The above property having been conveyed to First Venture Associates, a South Carolina General Partnership by deed of Robert W. Haile dated January 3, 1985 and recorded January 4, 1985 at Book L-142, Page 767, RMC Office for Charleston County, South Carolina.

TMS# 349-01-00-108

GRANTEE'S ADDRESS: P. O. Box 31418
Charleston, SC 29417

Exhibit "A"

ALL that certain apartment known as Unit A in 1591 Savannah Highway Horizontal Property Regime established pursuant to that certain Master Deed executed by First Venture Associates, a South Carolina General Partnership dated May 19, 1997 and recorded on May 21, 1997 in the RMC Office for Charleston County in Book H284, Page 631, as amended by First Amendment to Master Deed dated July 9, 1997 and recorded in Book D290, Page 408, as provided in the South Carolina Horizontal Property Act at Section 27-31-10, et seq. of the South Carolina Code of Laws, as amended; together with an undivided interest in the common elements appurtenant to said apartment as more fully provided in said Master Deed.

TMS # 349-01-00-106

ALSO

ALL that certain apartment known as Unit B in 1591 Savannah Highway Horizontal Property Regime established pursuant to that certain Master Deed executed by First Venture Associates, a South Carolina General Partnership dated May 19, 1997 and recorded on May 21, 1997 in the RMC Office for Charleston County in Book H284, Page 631, as amended by First Amendment to Master Deed dated July 9, 1997 and recorded in Book D290, Page 408, as provided in the South Carolina Horizontal Property Act at Section 27-31-10, et seq. of the South Carolina Code of Laws, as amended; together with an undivided interest in the common elements appurtenant to said apartment as more fully provided in said Master Deed.

TMS # 349-01-00-107

SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.

Being the same property conveyed to the grantor herein by deed of First Venture Associates, A South Carolina General Partnership dated August 21, 2002 and recorded in Book W415 at Page 420 in the RMC Office for Charleston County.



g(i)
Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 938 SAVANNAH HIGHWAY (0.15 ACRE) (TMS# 418-13-00-191), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 3. THE PROPERTY IS OWNED BY DEBRA U. MYERS.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 3 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 938 Savannah Highway, (0.15 acre) is identified by the Charleston County Assessors Office as TMS# 418-13-00-191 (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2017, in the _____ Year of the Independence of the United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 938 Savannah Highway

Presented to Council: 6/20/2017

Status: Received Signed Petition

Owner Names: Debra U. Myers

Year Built: 1945

Parcel ID: 4181300191

Number of Units: 1

Number of Persons: 0

Race: Commercial

Acreage: 0.15

Mailing Address: 942 Savannah Hwy

Current Land Use: Commercial

Address: Charleston, SC 29407

Current Zoning: OD-STA

Requested Zoning: GB

Recommended Zoning: GB

City Area: West Ashley

Appraised Value: \$297,300.00

Subdivision:

Assessed Value: \$17,840.00

Council District: 3

Within UGB: Yes

Stormwater Fees: To Be Calculated

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 10
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	Additional State-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	Good Condition
Pavement Markings	Good Condition
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately .15 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 419 13 00 191
(Address: 938 Savannah Hwy).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 12th day of May, 2016

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Debra L. Myers
(Signature)

5/12/17
(Date)

Debra L. Myers
(Print Name)

(Signature)

(Date)

(Print Name)

City of Charleston Annexation Map

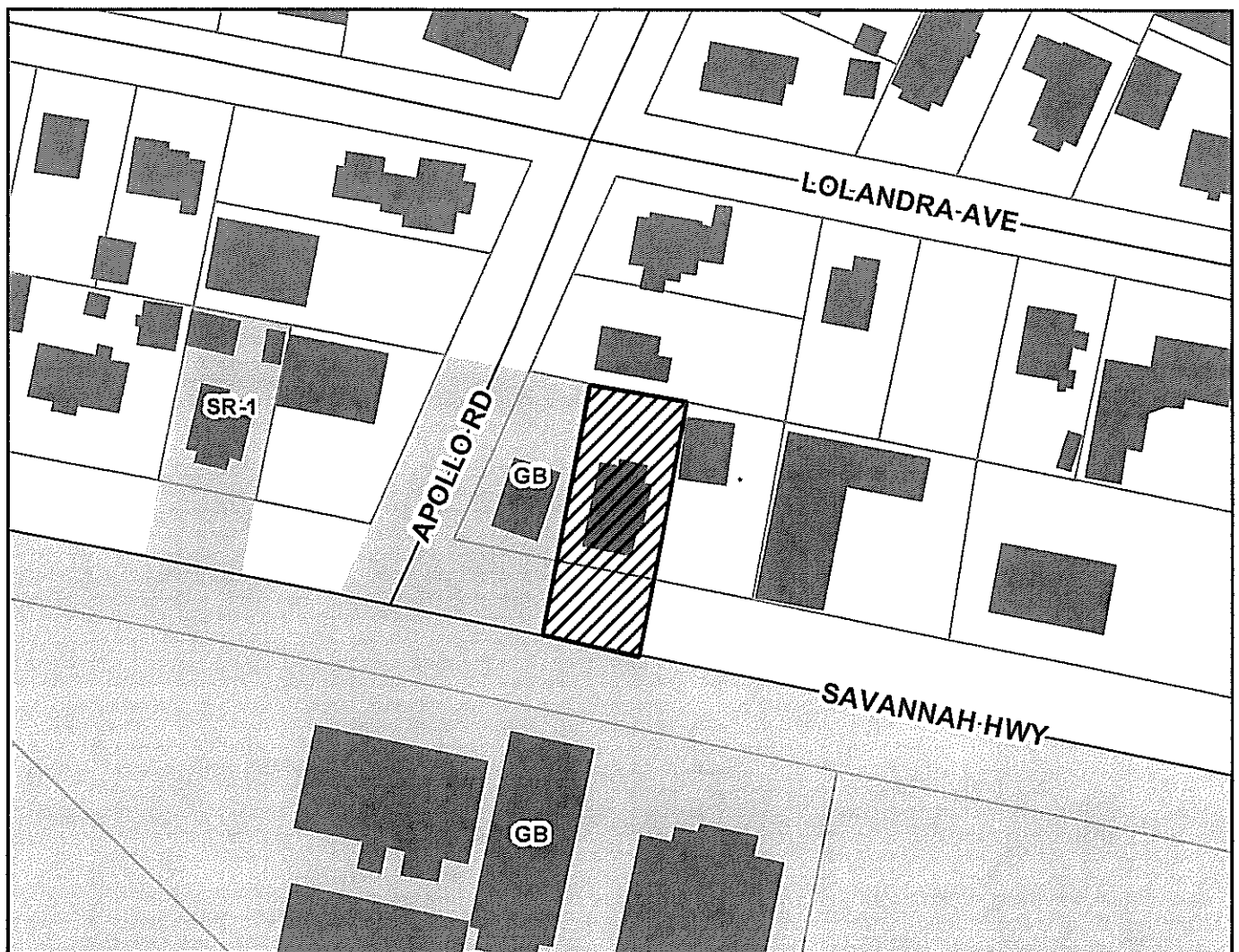
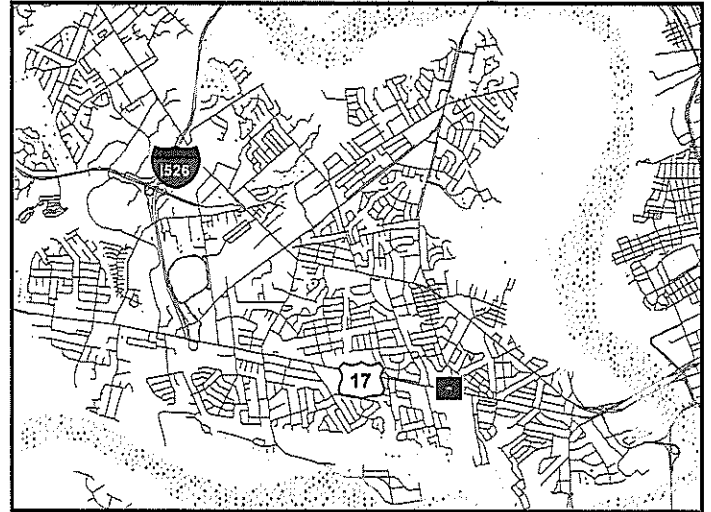
Parcel Address:
938 Savannah Hwy

TMS #:
4181300191

Acreage: 0.15

City Council District: 3

West Ashley



Subject Property



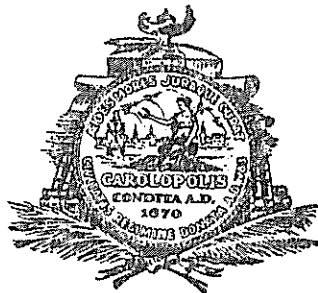
Corporate Limits
City of Charleston



Water



g(ii)



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1796 GUN CLUB ROAD (0.34 ACRE) (TMS# 354-03-00-052), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 2. THE PROPERTY IS OWNED BY RONALD A. AND VICTORIA A. ROTZKO.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 2 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1796 Gun Club Road, (0.34 acre) is identified by the Charleston County Assessors Office as TMS# 354-03-00-052 (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2017, in the _____ Year of the Independence of the United States of America.

By: _____
John J. Tecklenburg
Mayor

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 1796 Gun Club Road

Presented to Council: 6/20/2017

Status: Received Signed Petition

Owner Names: Ronald A. and Victoria A. Rotzko

Year Built: 1976

Parcel ID: 3540300052

Number of Units: 1

354-03-00-052

Number of Persons: 2

Race: Caucasian

Acreage: 0.34

Mailing 1796 Gun Club Rd

Current Land Use: Residential

Address: Charleston, SC 29414

Current Zoning: R-4

Requested Zoning: SR-1

City Area: West Ashley

Recommended Zoning: SR-1

Subdivision:

Appraised Value: \$227,200.00

Council District: 2

Assessed Value: \$9,080.00

Within UGB: Yes

Stormwater Fees: 72.00

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 16
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

City Plan Recommendation: The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.34 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3540300052
(Address: 1796 Gun Club Rd, Charleston SC 29414).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 6th day of June, 2017

FREEHOLDERS (OWNERS) SIGNED

(Signature)

Ronald R. Rotzko

(Print Name)

Victoria A. Rotzko

(Signature)

Victoria A. Rotzko

(Print Name)

DATE OF SIGNATURE

(Date)

6-6-2017

(Date)

City of Charleston Annexation Map

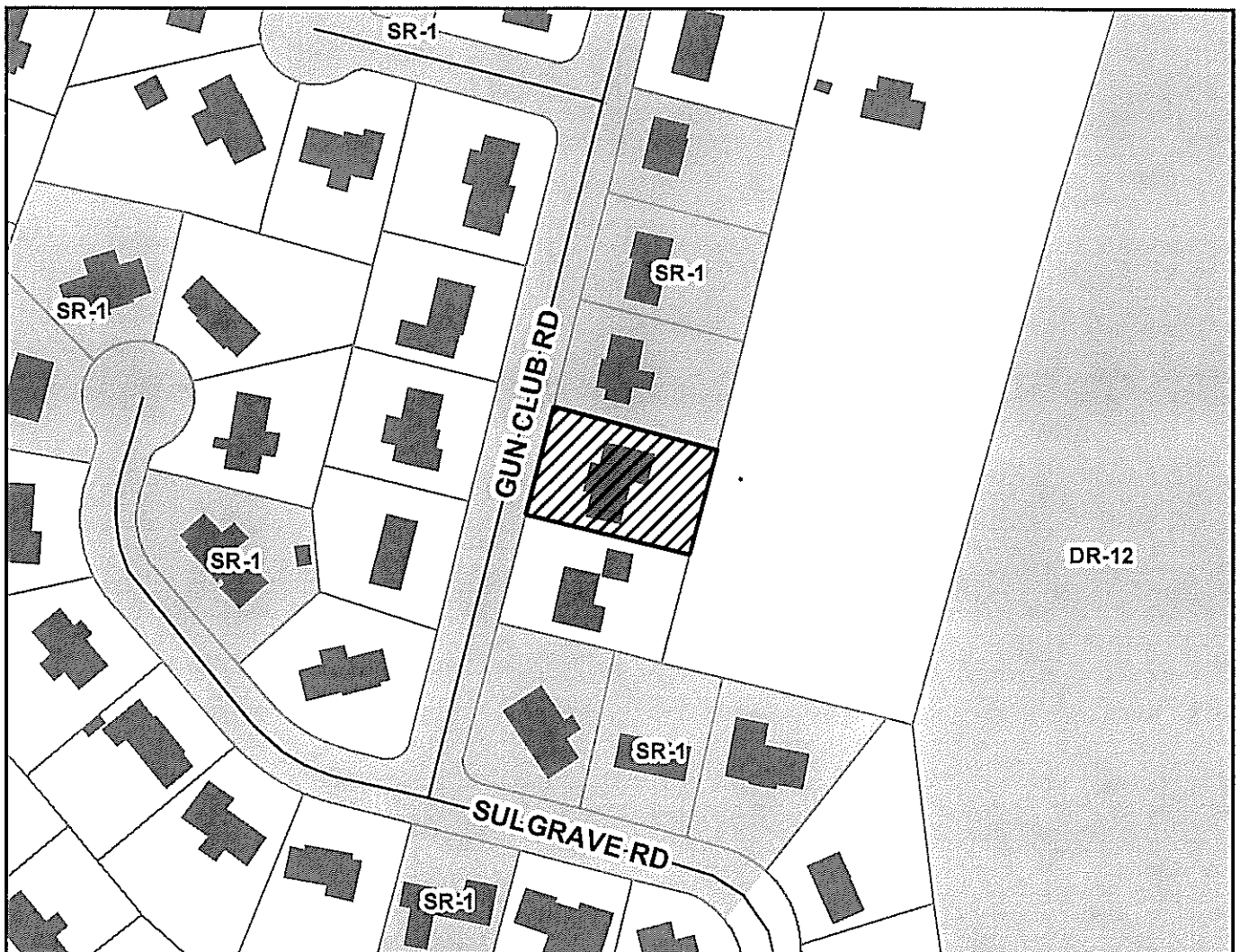
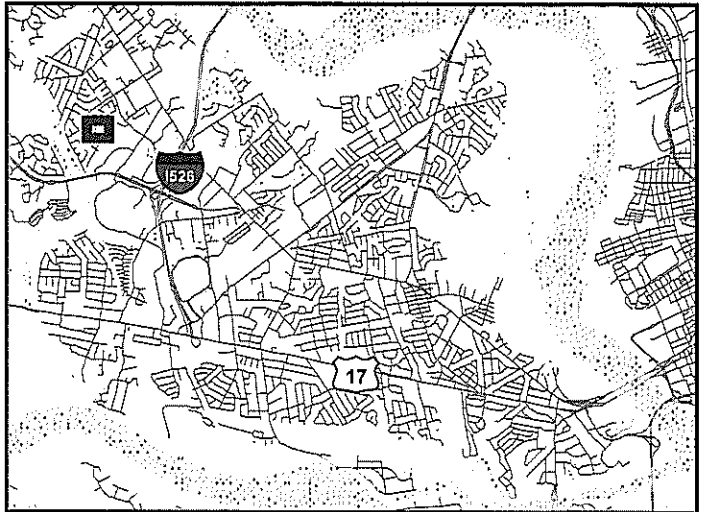
Parcel Address:
1796 Gun Club Rd

TMS #:
3540300052

Acreage: 0.34

City Council District: 2

West Ashley



Subject Property



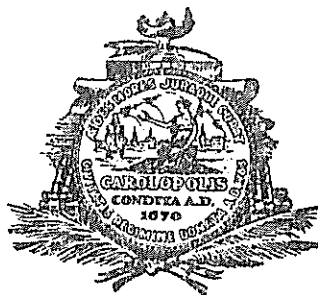
Corporate Limits
City of Charleston



Water



g(111)



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1642 PIERPONT AVENUE (0.46 ACRE) (TMS# 353-03-00-129), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 10. THE PROPERTY IS OWNED BY DAN AND PAMELA DUGAN.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 10 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1642 Pierpont Avenue, (0.46 acre) is identified by the Charleston County Assessors Office as TMS# 353-03-00-129 (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2017, in the _____ Year of the Independence of the United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 1642 Pierpont Avenue

Presented to Council: 6/20/2017

Status: Received Signed Petition

Owner Names: Dan and Pamela Dugan

Year Built: 2003

Parcel ID: 3530300129

Number of Units: 1

Number of Persons: 2

Race: Caucasian

Acreage: 0.46

Current Land Use: Residential

Current Zoning: R-4

Requested Zoning: SR-1

Recommended Zoning: SR-1

Appraised Value: \$170,000.00

Assessed Value: \$6,800.00

Stormwater Fees: 72.00

Mailing Address: 1642 Pierpont Ave

Address: Charleston, SC 29414

City Area: West Ashley

Subdivision:

Council District: 10

Within UGB: Yes

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 16
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 0.46 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 353-03-00-129 (1642 Pierpont Avenue).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 31st day of
May, 2017

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Pamela Dugan
(Signature)

05 31 2017
(Date)

PAMELA DUGAN
(Print Name)

Don Dugan
(Signature)

05 31 2017
(Date)

DON DUGAN
(Print Name)

City of Charleston Annexation Map

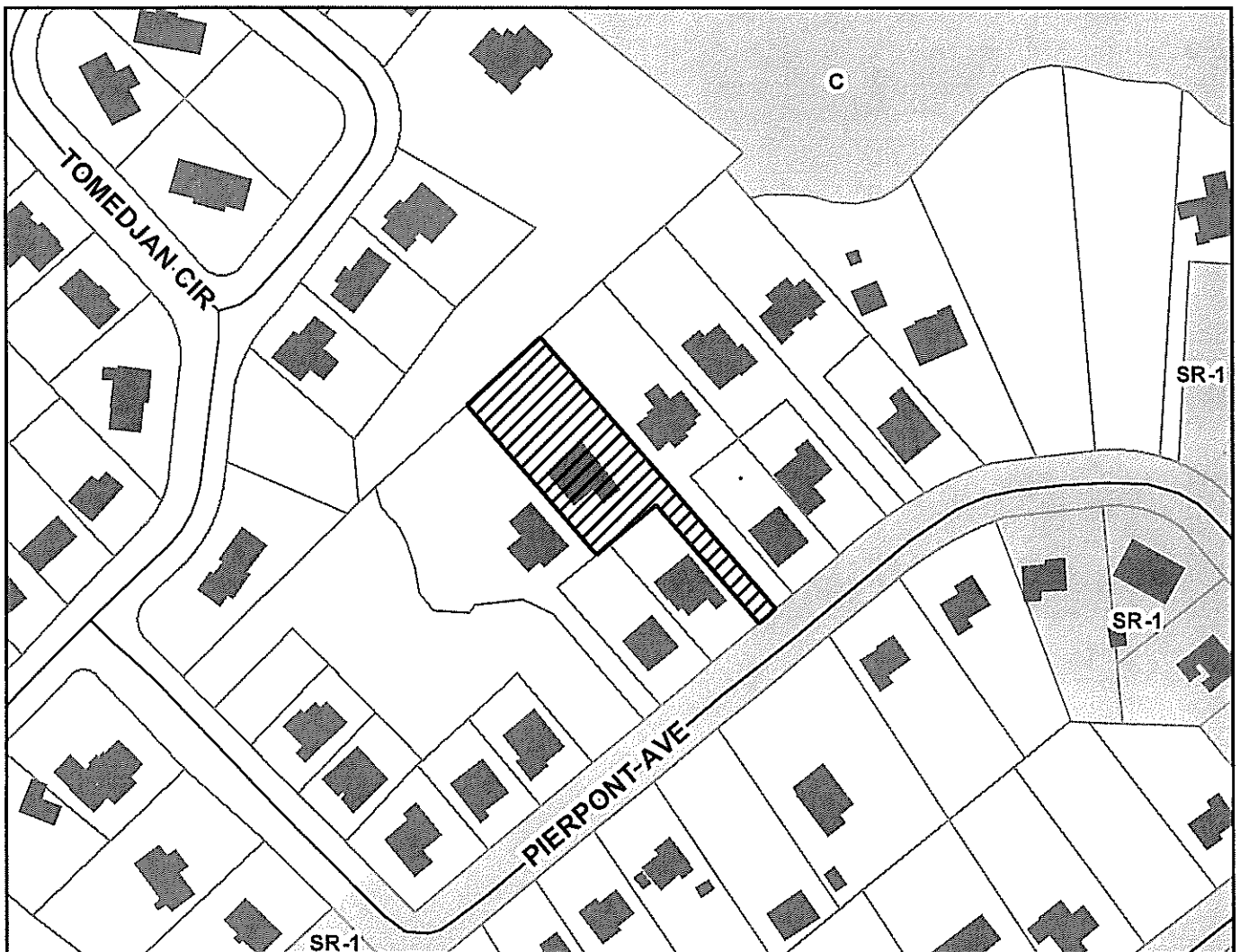
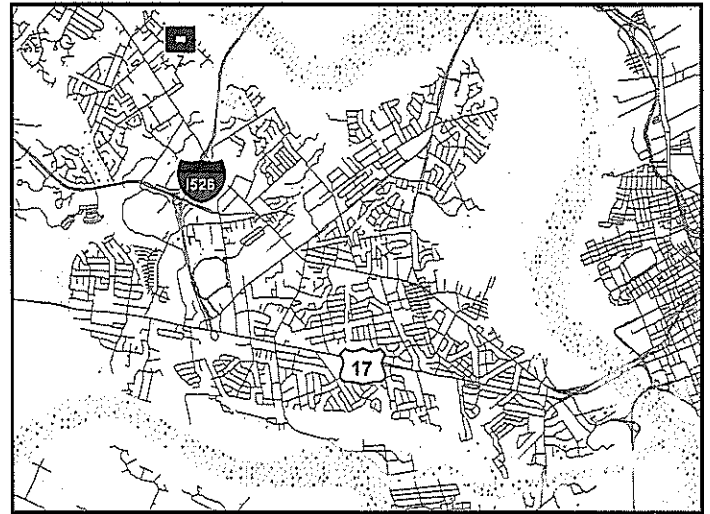
Parcel Address:
1642 Pierpont Ave

TMS #:
3530300129

Acreage: 0.46

City Council District: 10

West Ashley



Subject Property



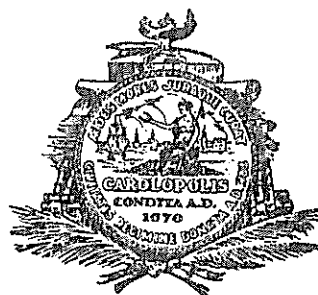
Corporate Limits
City of Charleston



Water



g(iv)



Ratification
Number _____

A N O R D I N A N C E

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 2093 GREEN PARK AVENUE (0.40 ACRE) (TMS# 355-15-00-098), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 2. THE PROPERTY IS OWNED BY LAURA A. BRADSHAW.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 2 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 2093 Green Park Avenue, (0.40 acre) is identified by the Charleston County Assessors Office as TMS# 355-15-00-098 (see attached map) shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, 2017, in the _____ Year of the Independence of the United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Vanessa Turner Maybank
Clerk of Council

Annexation Profile

Parcel Address: 2093 Green Park Avenue

Presented to Council: 6/20/2017

Status: Received Signed Petition

Owner Names: Laura A. Bradshaw

Year Built: 1970

Parcel ID: 3551500098

Number of Units: 1

Number of Persons: 4

Race: Caucasian

Acreage: 0.40

Current Land Use: Residential

Current Zoning: R-4

Requested Zoning: SR-1

Recommended Zoning: SR-1

Appraised Value: \$102,000.00

Assessed Value: \$4,080.00

Stormwater Fees: 72.00

Mailing Address: 2093 Green Park Ave

Address: Charleston, SC 29414

City Area: West Ashley

Subdivision:

Council District: 2

Within UGB: Yes

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 16
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	No additional City-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water Systems	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan (Century Five)	Development and zoning are consistent with the City Plan.
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located in West Ashley (approximately 4 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 3551500098
(Address: 2093 Greenpark Ave. Charleston).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this ____ day of _____, 2016

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Laura A. Bradshaw
(Signature)

6/7/17
(Date)

Laura A. Bradshaw
(Print Name)

(Signature)

(Date)

(Print Name)

City of Charleston Annexation Map

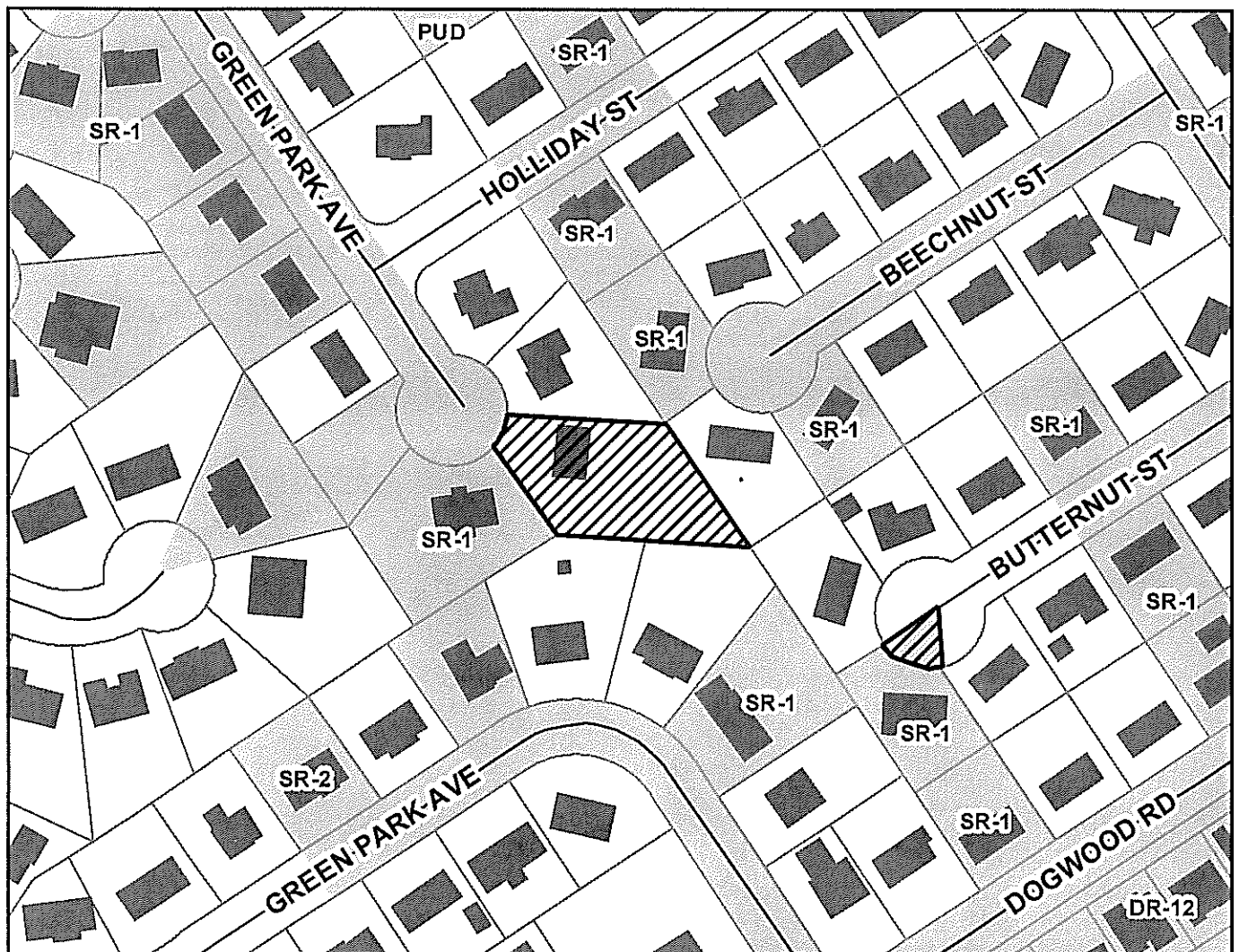
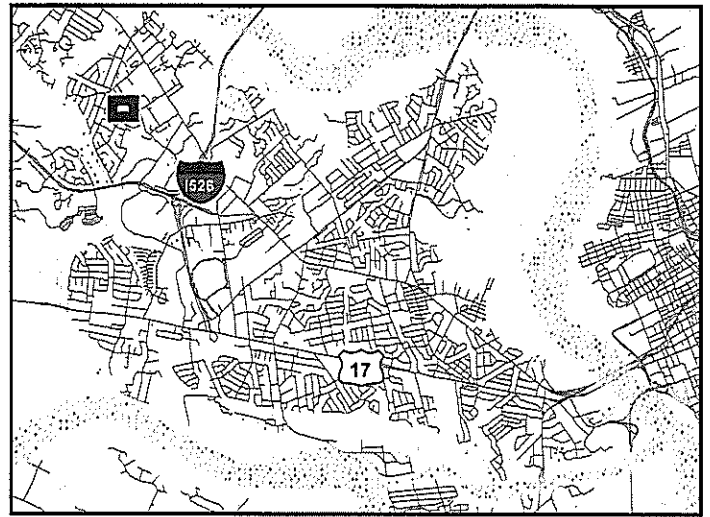
Parcel Address:
2093 Green Park Ave

TMS #:
3551500098

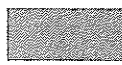
Acreage: 0.40

City Council District: 2

West Ashley



Subject Property



Corporate Limits
City of Charleston



Water

